



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

It is said that the words of a statute are to be taken in the sense in which they will be understood by that public in which they are to take effect. *United States v. Isham*, 17 Wall. (U. S.) 496. And as the phrase "obtaining property on credit" does not ordinarily import to the commercial public a borrowing of money on time, it is argued that procuring cash by false statements is not cause for denying discharge. COLLIER, BANKRUPTCY, 6 ed., 198. But the law recognizes property in cash. And statutes defining the offense of obtaining property by false pretenses do not distinguish property in cash from property in other forms. See *State v. Rowley*, 12 Conn. 101. Money, then, clearly comes within the terms of the Act. Also in other sections of the Act "property" has been held to include money. See *Pirie v. Chicago, etc., Co.*, 182 U. S. 438. As nothing in the Act shows that the intention of Congress was to favor bankrupts who operate in cash, the present case must be supported. See *In re Dresser & Co.*, 144 Fed. 318.

BANKRUPTCY — POWERS AND DUTIES OF TRUSTEE — RECOVERY OF FRAUDULENTLY TRANSFERRED PROPERTY. — A trustee in bankruptcy filed a bill in equity to have a fraudulent transfer from the bankrupt to the defendant set aside. The defendant pleaded in bar that the complainant, with full knowledge of the facts, had ratified the transfer by obtaining a judicial order requiring the bankrupt to turn over the balance of the amount received from the defendant for the transferred property and unaccounted for. *Held*, that the plea is a valid defense. *Thomas v. Sugerman*, 157 Fed. 669 (C. C. A., Second Circ.).

The court relies on the doctrine of equitable estoppel, as found in cases of conversion, where a plaintiff, having first brought an action *ex contractu*, is held to have elected to pass title, so that he cannot thereafter recover for the conversion. *Terry v. Munger*, 121 N. Y. 161. The analogy is specious rather than convincing. For the case does not seem to present an election by the trustee between inconsistent rights. On the contrary, he is but carrying out two statutory duties: the one, to collect property in the possession of the bankrupt; the other, to proceed against the bankrupt's fraudulent grantees. Indeed, if he neglects the former, he may be liable in damages. *In re Reinboth*, 157 Fed. 672; see 21 HARV. L. REV. 441. A trustee's authority under the Bankruptcy Act is closely restricted, and the sole provision for his passing title is under § 70 c, on a sale of bankrupt property. It scarcely seems within the spirit of the Act to argue that a trustee, by merely performing a duty, has ratified the bankrupt's fraudulent transfer and made a sale to the detriment of the creditors.

BANKRUPTCY — PREFERENCES — PAYMENT TO PUBLIC AGENT FOR HIS PRINCIPAL. — A bankrupt preferred a town, making the payment to the township trustees, an office created by statute, and given power to sue and be sued on certain contracts. The trustees knew of the bankruptcy. *Held*, that they are liable to the bankrupt's assignee. *Painter v. Napoleon Township*, 156 Fed. 289 (Dist. Ct., N. D. Oh.). See NOTES, p. 534.

BANKRUPTCY — RIGHTS AND DUTIES OF BANKRUPT — EFFECT OF ADJUDICATION ON TITLE TO BANKRUPT'S PROPERTY BEFORE APPOINTMENT OF TRUSTEE. — The plaintiff's property was insured by the defendant company. The policy contained a condition that the policy should become void if any change took place in interest, title, or possession. After the plaintiff had been adjudicated a bankrupt, but before the appointment of a trustee, the property was destroyed. *Held*, that the policy has not become void. *Gordon v. Mechanics', etc., Ins. Co.*, 45 So. 384 (La.). See NOTES, p. 531.

BILLS AND NOTES — FICTITIOUS PAYEE — EFFECT OF DRAWER'S INTENTION. — The plaintiff, on the fraudulent representation of A, and to pay for shares of stock alleged to be for sale by B, drew a check payable to the order of B, who was ignorant of the transaction and had no such stock. A then indorsed the check, using the payee's name, to the defendant bank, a *bona fide*